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CERTIFIED-FILED FOR RECORD

MARY E. DEMPSEY

RECORDER OF DEEDS

ST. CHARLES COUNTY, MISSOURI

BY: KJETER

ELECTRONICALLY RECORDED

RECORDING MEMORANDUM

Instrument: Second Amendment to the Indenture of Trust and Restrictions for The
Manors at Wilmer Valley

Date: August 3, 2022

Grantor: The Manors at Wilmer Valley Homeowners Association
c/o CPM
242 Old Sulphur Spring Rd.
Manchester, MO 63021

Grantee: The Manors at Wilmer Valley Homeowners Association
c/o CPM
242 Old Sulphur Spring Rd.
Manchester, MO 63021

Legal Description: SEE EXHIBIT A

Instrument Affected: BK: DE5162 - PG: 1396

**SECOND AMENDMENT TO THE INDENTURE OF TRUST AND RESTRICTIONS
FOR THE MANORS AT WILMER VALLEY**

THIS SECOND AMENDMENT to the Indenture of Trust and Restrictions for The Manors at Wilmer Valley (the "*Amendment*") is made this 3rd day of August, 2022 to that certain Indenture of Trust and Restrictions for The Manors at Wilmer Valley dated April 14, 2009, and recorded on April 15, 2009 in Book DE5162, Page 1396 and referred to on the Plat of the Subdivision recorded in Plat Book 46, Page 38 of the St. Charles County Recorder of Deeds Office (the "*Indenture*").

WITNESSETH:

WHEREAS, The Manors at Wilmer Valley Homeowners Association was created by virtue of the Indenture and is the homeowners association for the Manors at Wilmer Valley; and

WHEREAS, the real property comprising the residential subdivision and subject to the Indenture is more particularly described on Exhibit A attached hereto; and

WHEREAS, Article X, Section 4 of the Indenture authorizes amendment of the Indenture by an instrument signed by the owners of two-thirds (2/3) of the lots in the subdivision and recorded in the Office of the recorder of Deeds of St. Charles County, Missouri; and

WHEREAS, the Owners desire and intend to amend the Declaration to promote the residential character of the community and to foster owner occupancy and eliminate the possibility of leased homes by restricting the use of Lots to owner occupancy only and by prohibiting the sale of Lots to any person other than owner-occupants, as more particularly set forth herein below.

NOW THEREFORE, the Indenture is amended as follows:

A. Article IX, Section 6 of the Indenture is hereby amended by deleting the same and replacing it with the following language:

"6. Leases. The Association deems it to be in the best interests of the entire community as a whole to preserve the Subdivision as a community in which the Residences are owned by Owner- occupants. Accordingly, the purpose of this provision is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard the value of investment, by setting restrictions on the leasing of any Residences and by restricting the leasing of any Residences after the Effective Date.

(a) Leasing of Residences. The provisions of this Article IX (6) shall be effective on the date thirty (30) days after the recording date of this amendment (the "Effective Date").

1) As of the Effective Date of this Article IX (6), no Person who acquires title to a Residence, regardless of the manner in which title may be acquired (including

a mortgage holder by foreclosure or deed in lieu), shall lease his Residence except as provided in this Section. For the purposes hereof, a Residence shall not be deemed as leased if it is occupied by siblings, parents, or children of the record Owner or by the beneficiary of a family trust if the Residence is owned by such trust.

- 2) Any contract for the purchase of a Residence shall be exempt from this Section 6 if the acceptance date of said contract is prior to the Effective Date.
 - 3) Any homes currently leased within the community will not be approved by the Board of Directors for extension of current lease. Rental of property shall be terminated upon expiration of current lease.
- (b) Regulations on Leases. Any lease agreement permitted under Article IX (6) after the Effective Date shall be in writing and, whether or not expressly set forth in the agreement, shall be deemed to include the following provisions:
- 1) The lease and tenant shall be subject to the provisions of the Declaration of Covenants, Conditions and Restrictions for MANORS AT WILMER VALLEY Conditions, Restrictions Indenture ("Governing Documents").
 - 2) Any violation of the Governing Documents shall be deemed a default of the lease. If any tenant or their invitees are found to have violated the Rules and Regulations or any of the Governing Documents, that tenant shall be Immediately Evicted from the community.
 - 3) The lease shall have a minimum initial term of twelve (12) months.
 - 4) No Residence shall be leased for transient, Air BNB type rentals or hotel purposes.
 - 5) Not less than the entire Residence shall be leased.
 - 6) The Owner appoints the Association, acting through the Board, as his/her attorney- in-fact to enforce any violation by the tenant, except for nonpayment of rent.
 - 7) The Owner shall furnish a copy of the lease and the names of all tenants to the Board at least ten (10) days prior to the commencement date of the lease, and the Board shall have the right to review the lease to determine compliance with the Acts and Governing Documents.
 - 8) The Owner shall furnish a complete copy of the Governing Documents to the tenant and afford the tenant reasonable time to review the Governing Documents prior to entering into the lease agreement.

- 9) All leased Residences shall be required to obtain and maintain a valid occupancy permit if required.
- (c) Waiver. Upon written application by an Owner, the owner can lease their home for a period of up to 12 consecutive months. Only one (1) period of 12 consecutive months permitted as long as the owner owns the property. This 12 consecutive month period is only allowed in the event of a hardship clause which must be approved by the Board of Directors before such lease is to begin. Any such waiver shall be set forth in writing and signed by the Owner and the Board.
- (d) No Time-Sharing. No Residence may be conveyed pursuant to a time-sharing plan.
- (e) Remedies. In the event of any violation of this Article IX (6), the Association shall be entitled to any appropriate relief and remedies under the Acts and this Declaration, against the Owner and/or tenant, including but not limited to termination of the lease and eviction of the tenant, and recovery of attorney's fees and costs incurred, at the Owner's expense."


B. The Board of Directors of the Association is authorized to execute and record this Amendment upon its adoption by the Owners and, by their signatures below, do certify that this Amendment has been duly approved as provided in Article X, Section 4 of the Indenture, as amended.

C. This Amendment shall be recorded in the records of the Office of Recorder of Deeds, St. Charles County, Missouri, and shall be applicable to events and circumstances occurring after the Effective Date set forth herein above.

[End of Amendment]

IN WITNESS WHEREOF, The Manors at Wilmer Valley Homeowners Association, acting by and through its duly authorized Board of Directors, has executed this Amendment on the day and year first above written.

BOARD OF DIRECTORS OF THE MANORS AT
WILMER VALLEY HOMEOWNERS ASSOCIATION,

By: 
Richard Colombatto, Director

By: 
Jim Kramer, Director

By: 
Bryan Buesking, Director

STATE OF MISSOURI

)
) SS

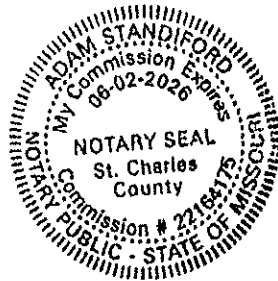
COUNTY OF ST. CHARLES

On this 3 day of August, 2022, before me appeared Richard Colombatto, to me personally known, who, being by me duly sworn, did say that he is a Director of The Manors at Wilmer Valley Homeowners Association, that said instrument was signed on behalf of said Association, that said person acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Adam Standiford
Notary Public

My Commission Expires:



STATE OF MISSOURI

)
) SS

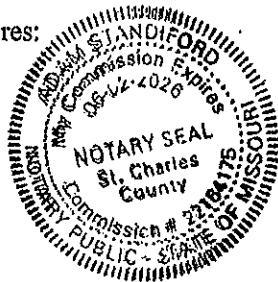
COUNTY OF ST. CHARLES

On this 4 day of August, 2022, before me appeared Jim Kramer, to me personally known, who, being by me duly sworn, did say that he is a Director of The Manors at Wilmer Valley Homeowners Association, that said instrument was signed on behalf of said Association, that said person acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Adam Standiford
Notary Public


My Commission Expires:



STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 3 day of August, 2022, before me appeared Bryan Buesking, to me personally known, who, being by me duly sworn, did say that he is a Director of The Manors at Wilmer Valley Homeowners Association, that said instrument was signed on behalf of said Association, that said person acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public
Notary Public

My Commission Expires:

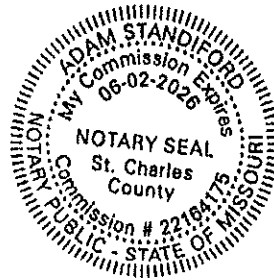


Exhibit A

LAND DESCRIPTION:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, THE NORTHWEST QUARTER OF SECTION 36, ALL LOCATED IN TOWNSHIP 47 NORTH, RANGE 1 EAST, ST. CHARLES COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MEADOW BROOK ESTATES PLAT TWO, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 332 OF THE ST. CHARLES COUNTY, MISSOURI RECORDER'S OFFICE WITH THE EAST LINE OF BLUFF ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 193 OF SAID RECORDER'S OFFICE, ALSO BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED NORTHWEST QUARTER OF SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SECTION 36, NORTH 00 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 1,770.37 FEET;

THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 660.24 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE CONTINUING ALONG SAID WEST SECTION LINE, NORTH 00 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 227.17 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 25;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 477.57 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF HEATHER J. LYTTLE AS RECORDED BY DEED IN BOOK 1180, PAGE 761 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LAND NOW OR FORMERLY OF ROBERT W. & HEATHER APPLE AS RECORDED BY DEED IN BOOK 1553, PAGE 905 OF SAID RECORDER'S OFFICE THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 180.00 FEET; SOUTH 74 DEGREES 56 MINUTES 58 SECONDS EAST, A DISTANCE OF 194.70 FEET; AND SOUTH 44 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 105.40 FEET TO THE WESTERLY LINE OF LAND NOW OR FORMERLY OF LESLEE DEMIEN AS RECORDED BY DEED IN BOOK 4309, PAGE 2130 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID WESTERLY LINE, SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST, A DISTANCE OF 32.75 FEET;

THENCE ALONG THE SOUTH LINE OF SAID LESLEE DEMIEN PARCEL, NORTH 89 DEGREES 54 MINUTES 59 SECONDS EAST, A DISTANCE OF 459.10 FEET;

THENCE LEAVING SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 33 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 193.29 FEET; SOUTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 82.07 FEET; SOUTH 43 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 90.01 FEET TO POINT "A" BEING A REFERENCE POINT OF THE LATER DESCRIBED EXCEPTION;

THENCE THE CONTINUING FOLLOWING COURSES AND DISTANCES: ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET (CENTRAL ANGLE OF 15 DEGREES 17 MINUTES 56 SECONDS) WHICH CHORD BEARS SOUTH 54 DEGREES 18

MINUTES 21 SECONDS EAST A CHORD DISTANCE OF 133.11 FEET THROUGH AN ARC DISTANCE OF 133.51 FEET; ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 95 DEGREES 22 MINUTES 46 SECONDS) WHICH CHORD BEARS NORTH 70 DEGREES 21 MINUTES 18 SECONDS EAST A CHORD DISTANCE OF 29.58 FEET, THROUGH AN ARC DISTANCE OF 33.29 FEET; SOUTH 67 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET; ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 95 DEGREES 02 MINUTES 34 SECONDS) WHICH CHORD BEARS SOUTH 24 DEGREES 55 MINUTES 36 SECONDS EAST A CHORD DISTANCE OF 29.50 FEET, THROUGH AN ARC DISTANCE OF 33.18 FEET; SOUTH 72 DEGREES 26 MINUTES 52 SECONDS EAST, A DISTANCE OF 185.06 FEET; NORTH 17 DEGREES 33 MINUTES 08 SECONDS EAST, A DISTANCE OF 128.64 FEET; NORTH 89 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 14.71 FEET TO THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OF DAVID E. & BONNIE ARNOLD AS RECORDED BY DEED IN BOOK 863, PAGE 1971 OF SAID RECORDER'S OFFICE;

THENCE ALONG SOUTH LINE OR SAID DAVID E. & BONNIE ARNOLD PARCEL, NORTH 89 DEGREES 48 MINUTES 57 SECONDS EAST, A DISTANCE OF 266.45 FEET TO THE EAST LINE OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 23 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 12.10 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET (CENTRAL ANGLE OF 71 DEGREES 01 MINUTES 19 SECONDS) WHICH CHORD BEARS SOUTH 30 DEGREES 37 MINUTES 11 SECONDS EAST, A CHORD DISTANCE OF 377.56 FEET, THROUGH AN ARC DISTANCE OF 402.86 FEET; SOUTH 85 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 16.81 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 485.29 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 175.00 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 20.35 FEET; ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET (CENTRAL ANGLE OF 09 DEGREES 18 MINUTES 39 SECONDS) WHICH CHORD BEARS SOUTH 18 DEGREES 16 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 40.58 FEET, THROUGH AN ARC DISTANCE OF 40.63 FEET; SOUTH 86 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.15 FEET; NORTH 22 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 239.90 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 175.00 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 14.45 FEET; SOUTH 67 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 178.46 FEET; SOUTH 21 DEGREES 24 MINUTES 25 SECONDS WEST, A DISTANCE OF 214.11 FEET; SOUTH 05 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 286.15 FEET; SOUTH 01 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 64.88 FEET TO THE SOUTH LINE OF THE HEREINAFTER DESCRIBED PLAT ONE DEVELOPMENT PARCEL;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 06 MINUTES 23 SECONDS WEST, A DISTANCE OF 239.76 FEET; ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET (CENTRAL ANGLE OF 55 DEGREES 07 MINUTES 04 SECONDS) WHICH CHORD BEARS NORTH 42 DEGREES 27 MINUTES 09 SECONDS WEST, A CHORD DISTANCE OF 161.93 FEET, THROUGH AN ARC DISTANCE OF 168.35 FEET; SOUTH 03 DEGREES 23 MINUTES 13 SECONDS WEST, A DISTANCE OF 57.71 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 175.00 FEET; NORTH 03 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.00 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 325.00 FEET; NORTH 03 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 16.89 FEET; NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 211.21 FEET; NORTH 30 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 45.92 FEET; NORTH 50 DEGREES 35 MINUTES 22 SECONDS WEST, A DISTANCE OF 281.24 FEET; NORTH 22 DEGREES 18 MINUTES 28 SECONDS WEST, A DISTANCE OF 126.92 FEET; NORTH 25 DEGREES 57 MINUTES 55 SECONDS WEST, A DISTANCE OF 261.60 FEET; NORTH 36 DEGREES 05 MINUTES 42 SECONDS

WEST, A DISTANCE OF 237.62 FEET; NORTH 41 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 66.39 FEET; NORTH 41 DEGREES 46 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.48 FEET; NORTH 49 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 93.29 FEET; NORTH 62 DEGREES 10 MINUTES 31 SECONDS WEST, A DISTANCE OF 336.14 FEET; NORTH 88 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 128.46 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 50.242 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF SEPTEMBER 2005 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING FROM THE AFOREMENTIONED POINT "A": SOUTH 43 DEGREES 20 MINUTES 37 SECONDS WEST 50.00 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET; (CENTRAL ANGLE OF 01 DEGREES 35 MINUTES 09 SECONDS) WHICH CHORD BEARS SOUTH 47 DEGREES 26 MINUTES 58 SECONDS EAST A CHORD DISTANCE OF 15.22 FEET, THROUGH AN ARC DISTANCE OF 15.22 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED EXCEPTION PARCEL;

THENCE CONTINUING THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET; (CENTRAL ANGLE OF 14 DEGREES 33 MINUTES 51 SECONDS) WHICH CHORD BEARS SOUTH 55 DEGREES 31 MINUTES 28 SECONDS EAST A CHORD DISTANCE OF 139.43 FEET, THROUGH AN ARC DISTANCE OF 139.81 FEET; ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 85 DEGREES 28 MINUTES 19 SECONDS) WHICH CHORD BEARS SOUTH 20 DEGREES 04 MINUTES 14 SECONDS EAST A CHORD DISTANCE OF 27.14 FEET, THROUGH AN ARC DISTANCE OF 29.84 FEET; SOUTH 67 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; (CENTRAL ANGLE OF 84 DEGREES 52 MINUTES 21 SECONDS) WHICH CHORD BEARS NORTH 65 DEGREES 06 MINUTES 32 SECONDS EAST A CHORD DISTANCE OF 26.99 FEET, THROUGH AN ARC DISTANCE OF 29.63 FEET; SOUTH 72 DEGREES 26 MINUTES 52 SECONDS EAST, A DISTANCE OF 198.47 FEET; ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET (CENTRAL ANGLE OF 79 DEGREES 38 MINUTES 29 SECONDS) WHICH CHORD BEARS SOUTH 32 DEGREES 37 MINUTES 38 SECONDS EAST A CHORD DISTANCE OF 25.62 FEET, THROUGH AN ARC DISTANCE OF 27.80 FEET; SOUTH 81 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 50.01 FEET; ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; (CENTRAL ANGLE OF 82 DEGREES 26 MINUTES 54 SECONDS) WHICH CHORD BEARS NORTH 48 DEGREES 25 MINUTES 09 SECONDS EAST A CHORD DISTANCE OF 26.36 FEET, THROUGH AN ARC DISTANCE OF 28.78 FEET; NORTH 89 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 109.70 FEET; ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET; (CENTRAL ANGLE OF 01 DEGREES 47 MINUTES 27 SECONDS) WHICH CHORD BEARS SOUTH 89 DEGREES 27 MINUTES 35 SECONDS EAST A CHORD DISTANCE OF 3.91 FEET, THROUGH AN ARC DISTANCE OF 3.91 FEET; SOUTH 07 DEGREES 11 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.43 FEET; SOUTH 22 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 444.99 FEET; SOUTH 59 DEGREES 21 MINUTES 25 SECONDS WEST, A DISTANCE OF 127.77 FEET; NORTH 41 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 51.70 FEET; NORTH 29 DEGREES 05 MINUTES 15 SECONDS WEST, A DISTANCE OF 351.35 FEET; NORTH 31 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 377.69 FEET; NORTH 41 DEGREES 45 MINUTES 28 SECONDS EAST, A DISTANCE OF 186.73 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 6.617 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF SEPTEMBER 2005 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.